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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
S&S FIRE SUPPRESSION SYSTEMS, INC.,

Appellee,

07 Civ. 2907 (CLB)

-against-

TAP PLUMBING & HEATING, INC., AND  
FLINTLOCK CONSTRUCTION SERVICES, LLC.,

Appellant.

-----X

**APPELLANT FLINTLOCK CONSTRUCTION SERVICES, LLC's  
RECORD ON APPEAL**

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Return Date: January 25, 2006  
Return Time: 9:45 a.m.

Rosemarie E. Matera (REM-0999)  
Kurtzman Matera Gurock Scuderi & Karben, LLP.  
2 Perlman Drive  
Spring Valley, NY 10977  
(845) 352-8800

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
In re:

S&S Fire Suppression Systems, Inc.

Chapter 11  
Case No. 04-22183(ASH)

Debtor.

----- X

S&S Fire Suppression Systems, Inc.

Adv. Pro. No. 05-08645(ASH)

Plaintiff,

v.

TAP Plumbing & Heating Inc. and  
Flintlock Construction Services, L.L.C.,

Defendants.

----- X

**NOTICE OF MOTION FOR THE ENTRY OF JUDGMENT BY DEFAULT  
AS TO FLINTLOCK CONSTRUCTION SERVICES, L.L.C.**

**PLEASE TAKE NOTICE** that on January 25, 2006 at 9:45 a.m., or as soon thereafter as counsel may be heard, the undersigned, counsel to S&S Fire Suppression Systems, Inc., Plaintiff in the above adversary proceeding, ("Plaintiff") shall move this court before the Honorable Adlai S. Hardin, Jr., United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, and seek the entry of a judgment by default against defendant Flintlock Construction Services, L.L.C. pursuant to Federal Rule of Civil

Procedure 55(b) and Federal Rule of Bankruptcy Procedure 7055(b).

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the relief requested herein shall be in writing, filed with the Clerk of the Bankruptcy Court, and served upon the undersigned not later than three (3) days prior to the return date hereof.

Dated: Spring Valley, New York  
January 10, 2005

Kurtzman Matera Gurock Scuderi & Karben, LLP  
Attorneys for Debtor/Plaintiff  
2 Perlman Drive  
Spring Valley, NY 10977  
(845) 352-8800

By: /s/ Rosemarie E. Matera  
Rosemarie E. Matera (REM-0999)

TO: Flintlock Construction Services  
100 Putnam Green  
Greenwich, CT 06830

Robert J. McGoey, Esq.  
271 North Avenue, Suite 1012  
New Rochelle, New York 10801

Domenick Serrano  
S&S Fire Suppression Systems, Inc.  
425 Western Highway  
Tappan, New York 10983

Chambers of The Honorable Adlai S. Hardin, Jr.  
United States Bankruptcy Court  
300 Quarropas Street  
White Plains, NY 10601



Return Date: January 25, 2006  
Return Time: 9:45 a.m.

Rosemarie E. Matera (REM-0999)  
Kurtzman Matera Gurock Scuderi & Karben, LLP.  
2 Perlman Drive  
Spring Valley, NY 10977  
(845) 352-8800

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11  
Case No. 04-22183(ASH)

S&S Fire Suppression Systems, Inc.

Debtor.

----- X

S&S Fire Suppression Systems, Inc.

Adv. Pro. No. 05-08645(ASH)

Plaintiff,

v.

TAP Plumbing & heating, Inc. And  
Flintlock Construction Services, L.L.C.,

Defendants

----- X

**MOTION FOR JUDGMENT BY DEFAULT PURSUANT TO  
FEDERAL RULE OF BANKRUPTCY PROCEDURE 7055(b)  
AS TO FLINTLOCK CONSTRUCTION SERVICES, L.L.C.**

TO: THE HONORABLE ADLAI S. HARDIN, JR.  
UNITED STATES BANKRUPTCY JUDGE

S & S Fire Suppression System, Inc., the Reorganized Debtor and plaintiff in the above captioned adversary proceeding ("Plaintiff") by and through its attorneys Kurtzman Matera Gurock Scuderi & Karben, LLP submits this Motion for entry of a default judgment against Flintlock Construction Services, L.L.C., the defendant herein ("Flintlock") pursuant to Federal Rule of Bankruptcy Procedure 7055(b), Federal Rule of Civil Procedure 55(b)

and respectfully sets forth as follows:

1. On November 8, 2005, Plaintiff sought the entry of default by the Clerk of the Court against Flintlock. A copy of the Affidavit In Support of Entry of Default with attachments is annexed hereto as Exhibit "1".
2. The Clerk of the Court entered the Default on November 28, 2005. A copy of the Entry of Default is annexed hereto as Exhibit "2".
3. As proof that Plaintiff is entitled to the relief requested in the Complaint, its receivables of \$70,775.00 ("Exhibit "A" to Exhibit "1"), Plaintiff relies on the Complaint, the February 24, 2003 letter of Flintlock (Exhibit "3" hereto) and the letter of its counsel dated July 20, 2005, requesting payment (Exhibit "4" hereto).
4. Plaintiff is also entitled to reimbursement of its fees and costs. The fees of counsel for preparing and filing the complaint, appearance at the pre-trial conference, preparation of the default, preparation of the instant motion and a projected appearance thereon at .5 of an hour is \$2,283.00, plus the \$150.00 filing fee.
5. Plaintiff requests interest at the federal rate of 1.25% in effect as of February 4, 2004, the filing of its Chapter 11 petition.
6. Plaintiff requests attorneys fees and costs in an amount of \$2,433.00.
7. Plaintiff respectfully requests that the filing of a separate memorandum of law be waived.
8. The relief sought against Flintlock has not previously been presented to this

Court.

WHEREFORE, it is respectfully requested that this Court enter a Default Judgment against Flintlock in favor of Plaintiff inclusive of interest, attorneys' fees and costs and grant such other and further relief as it deems just and proper.

Dated: Spring Valley, New York  
January 10, 2006

Kurtzman Matera Gurock Scuderi & Karben, LLP  
Attorneys for Plaintiff  
2 Perlman Drive  
Spring Valley, NY 10977  
(845) 352-8800

By /s/ Rosemarie E. Matera  
Rosemarie E. Matera (REM-0999)

TO: Flintlock Construction Services  
100 Putnam Green  
Greenwich, CT 06830

Robert J. McGoey, Esq.  
271 North Avenue, Suite 1012  
New Rochelle, New York 10801

Domenick Serrano  
S&S Fire Suppression Systems, Inc.  
425 Western Highway  
Tappan, New York 10983

Chambers of The Honorable Adlai S. Hardin, Jr.  
United States Bankruptcy Court  
300 Quarropas Street  
White Plains, NY 10601

Rosemarie E. Matera (REM-0999)  
Kurtzman Matera Gurock Scuderi & Karben, LLP.  
2 Perlman Drive  
Spring Valley, NY 10977  
(845) 352-8800

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
In re:

Chapter 11  
Case No. 04-22183(ASH)

S&S Fire Suppression Systems, Inc.

Debtor.

----- X  
S&S Fire Suppression Systems, Inc.

Adv. Pro. No. 05-08645(ASH)

Plaintiff,

v.

TAP Plumbing & Heating Inc. and  
Flintlock Construction Services, L.L.C.,

Defendants.

----- X

### AFFIDAVIT OF SERVICE

State of New York }

ss:

County of Rockland }

**Nikolay Pandoursky**, being duly sworn, deposes and says:

1. I am over 18 years of age, am not a party to this action, and reside in Spring Valley, New York.
2. On January 11, 2006, I served a true copy of the annexed **Notice of Motion for the Entry of Judgment by Default as to Flintlock Construction Services, LLC, Motion for Judgment by Default Pursuant to Federal Rule of Bankruptcy Procedure 7005(b) as to Flintlock Construction Services, LLC and proposed Judgment By Default** upon:

Flintlock Construction Services  
100 Putnam Green  
Greenwich, CT 06830

Robert J. McGoey, Esq.  
271 North Avenue, Suite 1012  
New Rochelle, New York 10801

Domenick Serrano  
S&S Fire Suppression Systems, Inc.  
425 Western Highway  
Tappan, New York 10983

Chambers of The Honorable Adlai S. Hardin, Jr.  
United States Bankruptcy Court  
300 Quarropas Street  
White Plains, NY 10601

/s/ Nikolay Pandoursky  
Nikolay Pandoursky

Sworn to before me this  
11<sup>th</sup> day of January, 2006

/s/ Karen Schaefer  
Karen Schaefer  
Notary Public, State of New York  
No. 01SC6104397  
Qualified in Orange County  
Commission Expires January 20, 2008

S:\WPFORMS\110043\TAP Adv Pro\AOS Flintlock NOM, Default Motion and Judgment.wpd

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

COPY

-----x

In Re: Case No. 04-22183  
Chapter 11

S&S FIRE SUPPRESSION  
SYSTEMS, INC.,

Debtor. White Plains, NY

-----x January 25, 2006

S&S FIRE SUPPRESSION Adv #05-08645-ash  
SYSTEMS, INC.

Plaintiff,

-v-

TAP PLUMBING & HEATING,  
INC. and FLINTLOCK  
CONSTRUCTION SERVICES LLC

Defendants.

-----x

TRANSCRIPT OF MOTION FOR DEFAULT JUDGMENT

BEFORE THE HONORABLE ADLAI S. HARDIN  
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For Plaintiff/ ROSEMARIE MATERA  
Debtor: Kurtzman Matera Gurock &  
Scuderi LLP

For Defendant: LARRY HOLLANDER, ESQ.  
Hollander & Strauss LLP  
Transcriptionist: KAREN SCHMIEDER, CSR, RDR  
Schmieder & Meister, Inc.

Proceedings recorded by electronic sound recording;  
transcript produced by transcription service.

1 THE CLERK: S&S Fire Suppression,  
2 Inc.

3 THE COURT: Ms. Matera, hello.

4 MS. MATERA: Good morning, Judge.

5 THE COURT: Counsel.

6 MR. HOLLANDER: Your Honor, Larry  
7 Hollander, Hollander & Strauss, on behalf of  
8 defendant Flintlock Construction Services in  
9 opposition to the motion.

10 THE COURT: I haven't seen your  
11 opposition.

12 MR. HOLLANDER: I was just retained  
13 yesterday, Your Honor. I called Chambers  
14 yesterday for an adjournment.

15 THE COURT: What's the opposition?  
16 What's the basis for the opposition?

17 MR. HOLLANDER: The basis of the  
18 opposition, Your Honor, is that the client  
19 intended to defend this matter, and that it  
20 is clear on the merits of the case that  
21 there is no cause of action by S&S against  
22 my client.

23 THE COURT: Well, the problem with  
24 that, sir, is that the complaint was served  
25 in August. Your client has been in default